

**1. Unbundled Network Elements (UNEs)****1.1 Description**

1.1.1	General
<b>A.</b>	<p><b>Network Elements</b> are a facility or equipment used in the provision of a telecommunications service. Network elements also include features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provisioning of a telecommunications service.</p>
<b>1.</b>	<p>Notwithstanding any other provision of this tariff, the Telephone Company shall be obligated to provide access to UNEs, combinations of UNEs ("Combinations"), or UNEs commingled with wholesale services ("Commingling") under the terms of this tariff in accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.</p> <p>In accordance with U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51, the Telephone Company will allow the commingling of a UNE or a combination of UNEs obtained under this tariff with wholesale services obtained under a Telephone Company access tariff or separate non-Section 251 agreement <b>or elements or facilities obtained under other applicable law, ("Qualifying Wholesale Services")</b>, where the provision of such UNE (or combination of UNEs) is required. "Qualifying Wholesale Services" shall include, but are not limited to, any network elements that a TC obtains from the Telephone Company pursuant to Section 271 of the Act; provided, however, that the Telephone Company may price Section 271 elements at market-based rates that are not subject to the requirements of Section 252 of the Act, and in no event shall the Telephone Company be required to provide a non-Section 251 element at TELRIC rates. Moreover, in accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, the Telephone Company shall, upon request of the TC, perform the functions necessary to commingle or combine UNEs with wholesale services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the wholesale services, and the rates, terms and conditions of this tariff, as applicable, will apply to the UNEs; provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as described in Part A, Section 3.3.2 and set forth in Part M of this tariff. This charge is intended to offset the Telephone Company's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. UNEs that are commingled with wholesale services are not included in the shared use provisions of the applicable tariff.</p> <p>2. In accordance with 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, the Telephone Company shall make such routine network modifications as are necessary to permit access by a TC to the loop, dedicated transport, or dark fiber transport facilities where such facilities have already been constructed. Routine network modifications, may include, but are not limited to: rearranging of in-place cable at existing splice points; adding an apparatus case; adding a range extender; placing a new channel unit; line and station transfers; activating dead copper cable; clearing a defective pair; deploying a new multiplexer or reconfiguring an existing multiplexer; removal of bridged taps; and removal of load coils. When such network modifications are required, it is the TC's obligation to cancel the service order if it does not wish to proceed and pay for such modifications. Routine network modifications do not include the construction of a new loop, trenching or the installation of new aerial or buried cable. The Telephone Company will make such routine network modifications at the rates and charges set forth in Part M, which are described in Part A, Section 3.3.2.</p>

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Verizon New England Inc.

**2. Unbundled IOF Transport**  
**2.1 Description**

2.1.1	General
D.	<b>Discontinuance of Embedded Base of UNE Dedicated Transport Arrangements at the Close of Transition Period</b>
1.	<p><b>Processing of Conversion/Migration Orders</b> - CLECs may, at any time during the transition periods described in Part B, Sections 2.1.1.B.2 and 2.1.1.C.2, above, order replacement services that may be available from the Telephone Company under a separate arrangement (e.g., a separate non-section 251 agreement at market-based rates, arrangement under a Telephone Company access tariff, or resale) to replace the CLEC's embedded base, if any, of UNE dedicated transport arrangements that are subject to those transition periods. CLECs may request that the effectiveness of any such orders be deferred until the end of the transition period.</p>
a.	<p><b>Repricing Pending Actual Conversion or Migration</b> - The ability of CLECs to place advance orders under Part B, Section 2.1.1.D.1 may result in requests for the Telephone Company to process a significant number of conversions and/or migrations within a short time period. Accordingly, if the Telephone Company does not complete the conversion or migration requested by the CLEC as of the date requested by the CLEC, then the Telephone Company may reprice the arrangement effective as of that date by application of the rate(s) that apply to the available replacement service requested by the CLEC until such time as Telephone Company completes the actual conversion or migration to that available replacement service. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which the Telephone Company's systems are not designed to apply such rates, the Telephone Company may effectuate such repricing by application of a surcharge calculated to make the effective charges equivalent to the available replacement service.</p>
2.	<p><b>Failure of CLEC to Request Disconnection or Replacement Service by March 10, 2006</b> - If the CLEC has not requested disconnection of the UNE dedicated transport arrangement and has not submitted an order for a replacement service in accordance with Part B, Section 2.1.1.D.1 above by March 10, 2006, then the Telephone Company may, either: (a) disconnect the arrangement on or at any time after March 11, 2006, provided that the Telephone Company has notified the CLEC in writing at least thirty (30) days in advance of the disconnection date, or (b) without further notice to the CLEC convert or migrate the arrangement to an analogous access (month-to-month term), resale, or non-section 251 commercial arrangement the Telephone Company shall identify in writing to the CLEC, and the rates, terms, and conditions of such arrangement shall apply and be binding upon the CLEC as of March 11, 2006.</p>

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John Conroy  
Vice President Regulatory-MA

**2. Unbundled IOF Transport**  
**2.1 Description**

<b>2.1.1 General</b>	
<b>D. (Continued)</b>	
<b>2.a. Repricing Pending Actual Conversion or Migration</b> - If the Telephone Company is unable to complete the conversion or migration described in Part B, Section 2.1.1.D.2 by the applicable date set forth therein, then the Telephone Company may, but shall not be required to, reprice the arrangement by application of the rate(s) that apply to the analogous access, resale, or commercial arrangement effective as of March 11, 2006 until such time as the Telephone Company completes the actual conversion or migration described in Part B, Section 2.1.1.D.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which the Telephone Company's systems are not designed to apply such rates, the Telephone Company may effectuate such repricing by application of a surcharge to be equivalent to the applicable access, resale, or other analogous arrangement that the Telephone Company identifies under Part B, Section 2.1.1.D.2.	(N)
<b>E.</b> Pursuant to the <i>Order on Remand</i> issued by the Federal Communications Commission on February 4, 2005, in WC Docket No. 04-313 and CC Docket No. 01-338 (the " <i>Triennial Review Remand Order</i> "), and the regulations promulgated by the FCC pursuant to that order, a CLEC's submission to the Telephone Company of an order for unbundled DS1 or DS3 dedicated transport shall constitute a certification that, to the best of the CLEC's knowledge based on diligent inquiry, the order is consistent with the restrictions set forth in Part B, Sections 2.1.1.B.1 and 2.1.1.C.1, above, and that the CLEC is entitled to unbundled access to the network element or elements ordered. Such diligent inquiry shall include, at a minimum, review of lists to be provided by the Telephone Company on its wholesale web site of the wire centers that meet specified criteria relating to the number of business lines that are served and the number of fiber-based collocators that are present, and any back-up data that the Telephone Company makes available to the CLEC under a non-disclosure agreement or that is otherwise available to the CLEC.	(N)
<b>1.</b> The Telephone Company may challenge certification of an order for unbundled DS1 or DS3 dedicated transport by notifying the CLEC that the Telephone Company disputes the subject order, <b>provided that such challenge occurs within thirty days of the date of the disputed order.</b> <sup>3</sup> If it is determined, after completion of the applicable dispute resolution process, that the CLEC was not entitled to unbundled access to such element or elements, then the CLEC will be backbilled to the date on which the element was first provisioned, in the amount of the difference between the rate applicable to unbundled access to the network element in question and the rate that would be otherwise charged for the use of that element.	(N) (N) (C) (C) (D)
<b>2.</b>	(N)

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**Deleted:** Notwithstanding any other provision of this tariff, the Telephone Company may reject a CLEC order for unbundled DS1 or DS3 dedicated transport without first seeking dispute resolution in any case where the CLEC's order conflicts with a non-impaired wire center designation in this tariff, or that the Department or the FCC has ordered or approved or that has otherwise been confirmed through previous dispute resolution, or as otherwise permitted by the Department or the FCC

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**2. Unbundled IOF Transport**  
**2.2 Application of Rates and Charges****2.2.1 Channel Mileage**

- A.** Channel mileage provides for the transmission facility between the TC's collocation nodes established within Telephone Company central offices. In the event that unbundled dedicated transport is provided in conjunction with an entrance facility, these rate elements apply between Telephone Company offices.
- 1.** Rates associated with channel mileage apply monthly on a fixed and per mile basis.

**2.2.2 Entrance Facility**

- A.** Pursuant to the *Order on Remand* issued by the Federal Communications Commission on February 4, 2005, in WC Docket No. 04-313 and CC Docket No. 01-338 (the "*Triennial Review Remand Order*"), and the regulations promulgated by the FCC pursuant to that order, and notwithstanding any other provision of this tariff, the Telephone Company will not provide a requesting TC with unbundled access to entrance facilities on or after September 28, 2005.
- 1.** An Entrance Facility is dedicated transport (lit or unlit) that does not connect a pair of Telephone Company wire centers.
- 2.** TCs that have unbundled entrance facilities in place as of the effective date of this tariff must discontinue such arrangements or convert them to alternative serving arrangements, where such alternative arrangements are available from the Telephone Company. Orders for such discontinuance or conversion must be placed early enough, in light of the applicable provisioning intervals, to ensure that the orders can be fulfilled by September 28, 2005. Any entrance facilities that are not disconnected or converted to alternative facilities by September 28, 2005 will be billed on and after such date at rates equivalent to the applicable month-to-month special access rates available under Verizon's tariffs, and will no longer be treated as unbundled network elements available under the terms of this tariff.
- 3.** Nothing in this Part B, Section 2.2.2 shall repeal, limit, or impair in any way the provisions of Part B, Section 17.1.2 of this tariff relating to Dark Fiber Channel Terminations.
- 4.** Rates associated with an Entrance Facility apply monthly on a fixed and per 1/4 mile basis. For DS1, the rates associated with Entrance Facility apply monthly on a fixed basis.

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**2.2.3 NRCs**

- A.** The following NRCs apply (refer to Part A, Section 3).
- 1.** Service Order – applies on a standard basis or an expedited basis, as appropriate.
- 2.** Service Connection-Central Office Wiring – applies on a standard basis or an expedited basis, as appropriate.
- 3.** Service Connection-Other – applies on a standard basis or an expedited basis, as appropriate.
- 4.** Customer Misdirect-In - applies on a standard basis or an expedited basis, as appropriate.
- 5.** Customer Misdirect-Out – applies on a standard basis or an expedited basis, as appropriate.
- 6.** Design Change Charge

<sup>1</sup> Arbitration Order, at 45 (“The phrase ‘Applicable Law,’ as currently used throughout many of the existing interconnection agreements, however, remains consistent with the *Triennial Reivew Order* and the *Triennial Review Remand Order* law changes, and the broader reference to ‘Applicable Law,’ rather than to specific statutory provisions will allow the interconnection agreements to respond to those changes.”) *See also*, Arbitration Order, at 238-239.

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<sup>2</sup> Verizon’s language as written appears to require that CLECs ask for an order effective date prior to the end of the transition period. Such a requirement contravenes the Department’s Arbitration Order, which gives CLECs the right to place orders at any time during the transition period and to have such order not take effect until the end of the transition period. Arbitration Order, at 75.

<sup>3</sup> Arbitration Order, at 288.

<sup>4</sup> This provision would give Verizon the right to reject a CLEC order for dedicated transport without first seeking dispute resolution in cases where, among others, the wire center at issue is designated as non-impaired in the tariff. Even assuming there is a list of wire centers in the proposed tariff (AT&T has not done an exhaustive review of the proposed tariff), such a provision contracts the *Triennial Review Remand Order*, at ¶ 234 (“the incumbent LEC must provision the UNE and subsequently bring any dispute regarding access to that UNE before a state commission or other appropriate authority”). Indeed, it is contrary not only to the Arbitration Order, but even to Verizon’s position in this case. *See*, Arbitration Order, at 268, 281-282. Moreover, Verizon’s proposed language contradicts the Department’s determination that no list of wire centers should be included in the amendment, and is inconsistent with the Department’s fundamental finding that “Verizon’s list of wire centers filed with the FCC is not conclusive as to whether a particular wire center in fact satisfies the non-impairment criteria. As the Department stated, “the ultimate burden to support the non-impairment designation lies with Verizon[.]” *Id.*, at 282.

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<sup>5</sup> Verizon’s addition of entrance facilities language is inconsistent with the Arbitration Order, which found that no change in the ICA amendment is warranted as a result of the *TRO* or *TRRO*, because those orders made no change in the status of entrance facilities. Arbitration Order, at 224. Verizon’s Section 2.2.2, therefore, violates the Arbitration Order as currently written. AT&T, however, has moved for reconsideration on this point. *See*, Motion For Reconsideration Of AT&T Communications Of New England, Inc. And Teleport Communications-Boston, filed August 24, 2005. pp. 12-13. Although the FCC did, in fact, find that CLECs are not impaired without access to entrance facilities, *TRRO* at ¶ 137, it also found that CLECs are entitled “to obtain interconnection facilities pursuant to section 251(c)(2) for the transmission and routing of telephone exchange service and exchange access service.” *Id.*, at 140. Verizon’s Section 2.2.2 reflects the delisting of entrance facilities without also providing the right to obtain them pursuant to section 251(c)(2). Verizon cannot have it both ways.

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